

<b>GENERAL SERVICES ADMINISTRATION</b> <b>PUBLIC BUILDINGS SERVICE</b>  <b>LEASE AMENDMENT</b>	LEASE AMENDMENT No. 24 TO LEASE NO. GS-11P-LVA02024
ADDRESS OF PREMISES CENTURY I 2450 Crystal Drive Arlington, VA 22202-3553	PDN Number: N/A

**THIS AMENDMENT** is made and entered into between **ML Century I LLC**, whose address and Management company are:

**Address:**  
**11777 San Vicente Blvd, Suite 900**  
**Los Angeles, CA 90049**

**Management Company:**  
**c/o LPC Commercial Services, Inc.**  
**1401 S. Clark Street, Suite 65**  
**Arlington, VA 22202**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

**WHEREAS**, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **upon execution by the Government**, as follows:

This Lease Amendment (LA) Number 24 is hereby issued to extend the firm lease term by eighteen (18) months commencing on **April 1, 2020** and ending on **September 30, 2021** ("Extension Term") as follows:

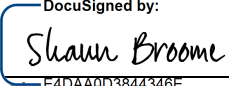
- 1. Premises:** The amount of leased space remains a total of 42,427 RSF / 35,918 ABOA SF consisting of 26,097 RSF/22,311 ABOA SF ("Block 1") located on the entire 9<sup>th</sup> floor, 5,036 RSF/4,197 ABOA SF ("Block 2") located on a portion of the 10<sup>th</sup> floor, and 11,294 RSF/9,410 ABOA SF ("Block 3") located on a portion of the 4<sup>th</sup> floor of the building known as Century One, at 2450 Crystal Drive, Arlington, VA. Seventeen (17) parking spaces, of which twelve (12) are reserved, shall remain covered by this term extension.

This Lease Amendment contains 4 pages.

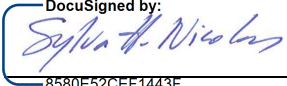
All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

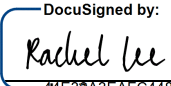
**FOR THE LESSOR:**

Signature:   
 Name: Shaun Broome  
 Title: Vice President  
 Entity Name: ML Century I LLC  
 Date: 4/30/2020

**FOR THE GOVERNMENT:**

Signature:   
 Name: SYLVA H. NICOLAS  
 Title: Lease Contracting Officer  
GSA, Public Buildings Service  
 Date: 5/1/2020

**WITNESSED FOR THE LESSOR BY:**

Signature:   
 Name: Rachel Lee  
 Title: Associate  
 Date: 4/30/2020

- 2. Annual Rent during the Extension Term:** Subject to adjustments for operating costs and the real estate taxes, which shall continue to be processed in the manner established by this Lease as further detailed in this LA, effective as of April 1, 2020, the annual rent under this Lease extension shall be **\$1,582,844.18** payable at the rate of \$131,903.68 per month in arrears. This annual rent consists of \$1,533,704.18 for the office portion in all three blocks of space and \$49,140.00 for the parking, and shall continue to be inclusive of an Operating Cost base and a Real Estate Tax base as further detailed in this LA; it does NOT include any Tenant Improvement Allowance (TIA), or Building Specific Amortized Capital (BSAC). Rent for the twelve (12) parking reserved parking spaces shall remain \$37,440.00 per year [12 parking spaces x \$260.00 per month x 12 months] at the rate of \$3,120.00 per space per year. Rent for the five (5) unreserved parking spaces shall remain unchanged at \$11,700.00 per year [5 parking spaces x \$195.00 per month x 12 months] at the rate of \$2,340.00 per space per year.

Subject to applicable CPI adjustment detailed in below section 3 of this LA, during the extension term, effective April 1, 2020, rent for each block of space is illustrated in the following table:

	Block 1	Block 2	Block 3	TOTAL
Per Year RSF	26,097	5,036	11,294	42,427
Oper Costs	(b) (4)			
RE Base	\$65,026.67	\$12,631.13	\$30,871.90	\$108,529.70
TIA	(b) (4)			
BSAC				
Shell Rent	\$754,489.15	\$133,232.41	\$305,107.17	\$1,192,828.73
Total	\$964,420.71	\$172,241.39	\$397,042.08	\$1,533,704.18
Parking	4	8	5	17
	\$12,480.00	\$24,960.00	\$11,700.00	\$49,140.00
Total with Parking	\$976,900.71	\$197,201.39	\$408,742.08	\$1,582,844.18
Per Month	\$81,408.39	\$16,433.45	\$34,061.84	\$131,903.68

- 3. Operating Costs:** During the Extension Term, the first CPI adjustment shall be due on April 1, 2020, and shall be calculated using as a base the current adjusted total operating cost amount of (b) (4), and by comparing the index for the month of January 2020 to the index of January 2019. The resulting annual CPI adjustment shall be added to the above stated annual rent for this extension, and shall be prorated over the period from April 1, 2020 through February 3, 2021. The next CPI adjustment shall be due on February 4, 2021, and shall be calculated using as a new base, the 2020 adjusted operating costs, and by comparing the index for January 2021 to the index of January 2020.

- 4. Real Estate Taxes (RET):** During the extension term, the aggregate Government percentage of occupancy shall remain 10.89% ([6.70%] for "Block 1", [1.29%] for "Block 2", and [2.90%] for "Block 3"). The RET adjustment for each of "Block 1", "Block 2", and "Block 3" shall continue to be processed separately as follows:

**i) The RET adjustment for "Block 1" shall be calculated as follows for each of the following periods:**

**April 1, 2020 through February 3, 2021,** by comparing the period from February 4, 2020 through February 3, 2021 to the RET base from February 4, 2009 through February 3, 2010 using 6.70% [6.70% of \$970,547.33, Lease Base Year for Building] and prorating the annual adjustment over the period from April 1, 2020 through February 3, 2021.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

INITIALS: <sup>DS</sup> SB & <sup>DS</sup> SHZ  
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**February 4, 2021 through September 30, 2021:** by using the same calculated annual adjustment due for the period from February 4, 2020 through February 3, 2021 above, and prorating it over the period from February 4, 2021 through September 30, 2021.

**ii) The RET adjustment for “Block 2” shall be calculated as follows for each of the following periods:**

**April 1, 2020 through April 12, 2021,** by comparing the RET bills for the building covering the period from April 13, 2020 through April 12, 2021 to the RET base from April 13, 2010 through April 12, 2011 using 1.29% [1.29% of \$979,157.10, Lease Base Year for Building], and prorating the adjustment amount to cover the period from April 1, 2020 through April 12, 2021.

**April 13, 2021 through September 30, 2021,** by using the same calculated annual adjustment due for the period from April 13, 2020 through April 12, 2021 above, and prorating it to cover the period from April 13, 2021 through September 30, 2021.

**iii) The RET adjustment for “Block 3” shall be calculated as follows for each of the following periods:**

**April 1, 2020 through December 31, 2020,** by comparing the period from January 1, 2020 through December 31, 2020 to the base year RET amount of \$30,871.90 included in the annual rent using 2.90% [2.90% of \$1,064,548.11 Lease Base Year for Building], and prorating the annual adjustment over the period covering April 1, 2020 through December 31, 2020.

**January 1, 2021 through September 30, 2021,** by comparing the period from January 1, 2021 through December 31, 2021 to the base year RET amount of \$30,871.90 included in the annual rent using 2.90% [2.90% of \$1,064,548.11 Lease Base Year for Building], and prorating the annual adjustment over the period covering January 1, 2021 through September 30, 2021.

- 5. Broker/Commission Credit:** CBRE, Inc. is the authorized real estate Broker representing the Government in connection with the Lease Extension. The total amount of the Commission is (b) (4) and is earned upon the Lessor and the Government's mutual execution of this LA. Only (b) (4) of the Commission will be payable by the Lessor to CBRE, Inc., with the remaining (b) (4) to be the Commission Credit to be credited to the Government in the form of rent abatement as detailed below.
- 6. Rent Abatement:** In accordance with the Broker/Commission Credit paragraph above, rent due for the month of April 2020 shall be abated by the amount of (b) (4) to reflect the Commission Credit as follows:  
Rent from April 1, 2020 through April 30, 2020 shall be (b) (4)
- 7. Condition of Premises:** During the Extension Term, the Government accepts the space in its current existing condition (including Building Shell). The costs of any improvements to the space shall be the responsibility of the Government. Lessor shall continue to maintain and repair as necessary all the elements of the Building Shell in accordance with the terms of the Lease.
- 8. Painting and Carpeting:** Notwithstanding any other provision of the Lease, Lessor shall not be responsible for any repainting or replacement of carpeting during the Extension Term.

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SB LESSOR & DS  
SHZ GOV'T

- 9. Redevelopment and Repositioning:** The Government acknowledges that Lessor intends to redevelop and reposition the building in which (and the property whereon) the Premises are located promptly upon expiration of the Extension Term, and that its failure to timely vacate the Premises may result in damages to the Lessor. The Government understands that the Lessor has the right to file a claim against the Government in accordance with the provisions of Clause 37 of the General Clauses (FAR 52.233-1 Disputes (JUL 2002)), if the Government has not vacated the Premises by the September 30, 2021 expiration date.

This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever are due under this agreement until (30) days after the date of execution. Any amount due thereunder will not accrue interest until that time.

INITIALS: <sup>DS</sup>  
SB LESSOR & <sup>DS</sup>  
SHZ GOV'T